

<i>SERFF Tracking Number:</i>	<i>PFMD-128046541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>80-1188-GA</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Insured LDI - GA</i>		
<i>Project Name/Number:</i>	<i>Insured LDI - GA/80-1188-GA</i>		

Filing at a Glance

Company: Pacific Life Insurance Company

Product Name: Insured LDI - GA

TOI: A10 Annuities - Other

Sub-TOI: A10.000 Annuities - Other

Filing Type: Form

SERFF Tr Num: PFMD-128046541 State: Arkansas

SERFF Status: Closed-Approved-
Closed

Co Tr Num: 80-1188-GA

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Anne Sexton, zSERFFstaffDisposition Date: 02/07/2012

zIndustrySupportLJ, Brian Deleget,

Maysy Novak, zSERFFStaff

zIndustrySupportLS, Craig Hopkins

Date Submitted: 02/01/2012

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

General Information

Project Name: Insured LDI - GA

Project Number: 80-1188-GA

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer, Other

Overall Rate Impact:

Deemer Date:

Submitted By: Anne Sexton

Filing Description:

Enclosed for the Department's review and approval is Form 80-1188-GA. This form is substantially similar to form 80-1188, except that this is a General Account product. Form 80-1188, SERFF Tracking #PFMD-126874563, was approved by the Arkansas insurance department on December 6, 2010. Group Annuity Contract 80-1188-GA is a

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 11/18/2011

Domicile Status Comments: Approved by the
State of Nebraska on November 18, 2011.

Market Type: Group

Group Market Size: Large

Explanation for Other Group Market Type:

ERISA qualified plans

Filing Status Changed: 02/07/2012

State Status Changed: 02/07/2012

Created By: Anne Sexton

Corresponding Filing Tracking Number: 80-
1188-GA

SERFF Tracking Number: PFMD-128046541 State: Arkansas
Filing Company: Pacific Life Insurance Company State Tracking Number:
Company Tracking Number: 80-1188-GA
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: Insured LDI - GA
Project Name/Number: Insured LDI - GA/80-1188-GA

nonparticipating commingled guaranteed product. It will be marketed to ERISA-qualified defined benefit pension plans via specialized pension plan consultants. This product is called Insured Liability Driven Investing ("Insured LDI"). The recent market environment (e.g., volatility of discount rates and asset valuations) and regulatory changes (e.g., the Pension Protection Act of 2006 and FASB Statement No. 158) have caused many defined benefit pension plans to pursue Liability Driven Investing (LDI) strategies. The Contract provides a way for the pension plan to obtain a better asset-liability match from both an economic perspective (i.e., the cash flows associated with the Contract will match the cash flows of the plan's benefit obligation) and from an accounting perspective (i.e., the Contract Value and the related benefit obligation will move together in response to changes in discount rates, resulting in reduced balance sheet and P&L volatility). The Contract Value is equal to the aggregate present value of scheduled cash flows, as provided by the plan sponsor, mutually agreed to by Pacific Life and stated in the Contract. Such present value is calculated by discounting the scheduled cash flows with a publicly available interest rate series, e.g. the Citigroup Pension Discount Curve (the "Discount Curve"), which is the same or similar interest rate series used by the pension plan to determine its pension liability for accounting and tax reporting purposes. The Contract Value is calculated as of the end of each month, coinciding with the effective date of the published Discount Curve. All transactions related to the Contract are at Contract Value.

Pacific Life guarantees the Contract Value and payment of the cash flows, as stated in the Contract, to the Contractholder.

The plan sponsor has options under the Contract, subject to contractual notification requirements, to redeem all or a portion thereof the Contract Value beyond the scheduled cash flows for Pacific Life annuities or cash. Subject to contractual notification requirements, either the plan sponsor or Pacific Life may elect to terminate the Contract. Application Form GR-8277, approved by your Department on December 18, 1984, will be used with this form. Annuity Certificate Form GR-8380-I, approved by your Department on January 17, 2008, will be used with this form. The form is in its final printed form. The material in brackets is variable material that may be changed by negotiation between Pacific Life and a prospective contractholder or material that Pacific Life may change periodically prior to issue to reflect changed business and financial conditions. I have attached a Statement of Variability with this filing to explain the variable items.

This form is to the best of our knowledge, information and belief, in compliance with laws and regulations of your jurisdiction. Thank you for your attention to this filing. If you have questions, please contact me at any time.

Company and Contact

Filing Contact Information

Anne Sexton, Compliance Analyst
700 Newport Center Drive
RSD- Compliance
Newport Beach, CA 92660

anne.sexton@pacificlife.com
949-219-3924 [Phone]
949-718-5783 [FAX]

Filing Company Information

Pacific Life Insurance Company CoCode: 67466 State of Domicile: Nebraska

SERFF Tracking Number: PFMD-128046541 State: Arkansas
 Filing Company: Pacific Life Insurance Company State Tracking Number:
 Company Tracking Number: 80-1188-GA
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: Insured LDI - GA
 Project Name/Number: Insured LDI - GA/80-1188-GA
 700 Newport Center Drive Group Code: Company Type:
 RSD - ISP/Contracts & Compliance Group Name: State ID Number:
 Newport Beach, CA 92660 FEIN Number: 95-1079000
 (949) 219-3924 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: \$50.00 per policy form. Domicile state = 0, so Arkansas fee applies.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Life Insurance Company	\$50.00	02/01/2012	56008239

<i>SERFF Tracking Number:</i>	<i>PFMD-128046541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>80-1188-GA</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Insured LDI - GA</i>		
<i>Project Name/Number:</i>	<i>Insured LDI - GA/80-1188-GA</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/07/2012	02/07/2012

<i>SERFF Tracking Number:</i>	<i>PFMD-128046541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>80-1188-GA</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Insured LDI - GA</i>		
<i>Project Name/Number:</i>	<i>Insured LDI - GA/80-1188-GA</i>		

Disposition

Disposition Date: 02/07/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	PFMD-128046541	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	
Company Tracking Number:	80-1188-GA		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Insured LDI - GA		
Project Name/Number:	Insured LDI - GA/80-1188-GA		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Insured LDI - GA		Yes

SERFF Tracking Number:	PFMD-128046541	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	
Company Tracking Number:	80-1188-GA		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Insured LDI - GA		
Project Name/Number:	Insured LDI - GA/80-1188-GA		

Form Schedule

Lead Form Number: 80-1188-GA

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	80-1188-GA	Policy/Cont Insured LDI - GA ract/Fratern al Certificate	Initial		0.000	80-1188-GA.pdf



GROUP ANNUITY CONTRACT

[G-12345.00.0000]1(the Contract)

PACIFIC LIFE INSURANCE COMPANY, a Nebraska stock corporation (Pacific Life), agrees to accept deposits and to pay benefits in such amounts, and to such persons, as are designated in writing by

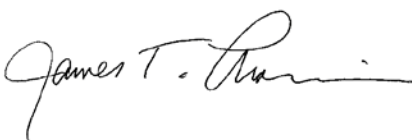
[TRUSTEES OF ABC COMPANY DEFINED BENEFIT PLAN]2
(Contractholder)

This Contract is issued in consideration of the application of the Contractholder, a copy of which is attached to and made a part of this Contract, and the payments of deposits made by the Contractholder to Pacific Life pursuant to this Contract.

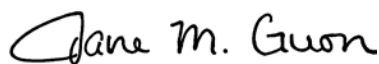
This Contract is an insurance contract and not a security. The Contractholder shall have only those rights and benefits conferred by applicable insurance laws and this Contract. This Contract is governed by laws relating to insurance contracts of the State of [Nebraska]3.

This Contract is executed for Pacific Life at its Office at Newport Beach, California on [*]4, to take effect as of [*]5

INSURED LDI

[

President



Secretary]6

TABLE OF CONTENTS

[Page No.

SPECIFICATIONS PAGE

SCHEDULE OF DEPOSITS

SCHEDULE OF PAYMENTS

SECTION I - DEFINITIONS..... 1

SECTION 2 - CONTRACT VALUE

2.01 Contract Value..... 3

2.02 Interpolated Spot Rate 3

SECTION 3 - DEPOSITS

3.01 Deposit Amounts 4

SECTION 4 - PAYMENTS

4.01 Mutual Modifications to Schedule of Payments..... 5

SECTION 5 - REDEMPTIONS

5.01 Cash Redemption in Excess of Payment Amount..... 6

5.02 Partial Redemption of Contract Value 7

SECTION 6 - ANNUITY PROVISIONS

6.01 Annuity Purchase 8

6.02 Annuity Premiums 8

6.03 Description of Mortality Tables 9

6.04 Adjustment of Annuity by Pacific Life 9

6.05 Certificates 9

SECTION 7 - DELAY OR DISCONTINUANCE OF PUBLICATION OF DISCOUNT
CURVE

7.01 Delay in Publication of Discount Curve 10

7.02 Discontinuance of Discount Curve 10

SECTION 8 - CONTRACT DISCONTINUANCE

8.01	Discontinuance by Contractholder	11
8.02	Discontinuance of Discount Curve	11
8.03	Discontinuance by Pacific Life.....	11
8.04	Effect of Notice of Discontinuance	12

SECTION 9 - GENERAL PROVISIONS

9.01	Entire Contract	13
9.02	Assignment.....	13
9.03	Notice Required.....	13
9.04	Authority to Bind Pacific Life.....	13
9.05	Limitations on Transfers	13
9.06	Amendment and Modification.....	13
9.07	Non-Waiver of Provisions.....	13
9.08	Expense Charge.....	14
9.09	Statement of Financial Activities	14

APPLICATION]8

SPECIFICATIONS PAGE

Discount Curve: [Citigroup Pension Discount Curve]**9**

Expense Charge: [1.200%]**10** annually; [0.100%]**11** monthly

Maximum Annual Expense Charge: [2.000%]**12**

Attached to and made a part of Group Annuity Contract G-[12345.00.0000]**1** as of [March 31, 2012]**5** and replaces all prior SPECIFICATIONS PAGE.

[PACIFIC LIFE INSURANCE COMPANY

CONTRACTHOLDER

By: _____
(Signature)

(Name)

(Title)

By: _____
(Signature)

(Name)

(Title) **13**

SCHEDULE OF DEPOSITS

Deposit Date:

[March 31, 2012]**14**

Deposit Amount:

[\$40,000,000]**15**

Attached to and made a part of Group Annuity Contract G-[12345.00.0000]**1** as of [March 31, 2012]**5** and replaces all prior SCHEDULE OF DEPOSITS.

[PACIFIC LIFE INSURANCE COMPANY

CONTRACTHOLDER

By: _____
(Signature)

(Name)

(Title)

By: _____
(Signature)

(Name)

(Title) **13**

SCHEDULE OF PAYMENTS

The Payment Amount will be paid on the Transaction Date corresponding to the Payment Date. That is, for a Payment Date of month mm and year yyyy, the Transaction Date is in month mm of year yyyy.

Payment Date:

[08 - 2012]16
[08 - 2013]16
[08 - 2014]16
[08 - 2015]16

Payment Amount:

[\$1,416,574]17
[\$1,890,708]17
[\$2,268,614]17
[\$2,659,469]17

Attached to and made a part of Group Annuity Contract G-[12345.00.0000]1 as of [March 31, 2012]5 and replaces all prior SCHEDULE OF PAYMENTS.

[PACIFIC LIFE INSURANCE COMPANY

CONTRACTHOLDER

By: _____
(Signature)

(Name)

(Title)

By: _____
(Signature)

(Name)

(Title)]13

SECTION I - DEFINITIONS

As used in this Contract, the following terms, when initial capital letters are used, shall have the meaning set forth below:

- 1.01. "Annual Cash Redemption Limit" shall have the meaning given in Section 5.01.
- 1.02. "Annual Spot Rate" shall have the meaning given in Section 2.01. All references to such Annual Spot Rate shall be expressed as a decimal.
- 1.03. "Annuitization Date" shall have the meaning given in Section 6.01.
- 1.04. "Business Day" means each day that both the New York Stock Exchange is open for trading and our administrative offices are open. If any transaction or event under this Contract is scheduled to occur on a day that does not exist in a given calendar period, or on a day that is not a Business Day, such transaction or event will be deemed to occur on the next following Business Day unless otherwise stated.
- 1.05. "Contractholder" shall have the meaning given on the first page of this Contract.
- 1.06. "Contract Valuation Date" means the last calendar day of a calendar month.
- 1.07. "Contract Value" shall have the meaning given in Section 2.01.
- 1.08. "Deposit Amount" means the amount set forth under the heading "Deposit Amount" on the Schedule of Deposits.
- 1.09. "Discount Curve" means [the Citigroup Pension Discount Curve (CPDC)]9 [as published monthly on the Society of Actuaries website at <http://www.soa.org/professional-interests/pension/resources/pen-resources-pension.aspx>]18.
- 1.10. "Expense Charge" is the fee as identified on the Specifications Page that will be invoiced and paid separately by the Contractholder to Pacific Life in accordance with Section 9.08.
- 1.11. "Initial Deposit Amount" shall have the meaning given in Section 3.01.
- 1.12. "Payment Amount" means the amount set forth under the heading "Payment Amount" on the Schedule of Payments.
- 1.13. "Payment Date" means the date set forth under the heading "Payment Date" on the Schedule of Payments.
- 1.14. "Payment Amount One" shall have the meaning given in Section 4.01.
- 1.15. "Payment Amount Two" shall have the meaning given in Section 4.01.
- 1.16. "Payment Amount Three" shall have the meaning given in Section 4.01.

- 1.17. "Plan" means [ABC Company Defined Benefit Plan]19, as it may be amended from time to time. The Plan is for purposes of reference only under this Contract. It is not incorporated into or made a part of this Contract, nor is any obligation thereunder assumed by Pacific Life, nor shall the Plan or any amendment thereto be construed to amend or modify this Contract in any way.
- 1.18. "Schedule of Deposits" means the Schedule of Deposits attached hereto, as amended from time to time in accordance with the terms of this Contract.
- 1.19. "Schedule of Payments" means the Schedule of Payments attached hereto, as amended from time to time in accordance with the terms of this Contract.
- 1.20. "Specifications Page" means the Specifications Page attached hereto.
- 1.21. "Termination Date" is the date that is [3]20 Business Days following the publication of the Discount Curve respective to the Contract Valuation Date specified in the advance written notification by the respective party as the effective date of discontinuance of the Contract.
- 1.22. "Transaction Date" means the last Business Day of a calendar month.

SECTION 2 – CONTRACT VALUE

2.01 Contract Value

Unless stated otherwise, the Contract Value is the aggregate discounted present value, calculated as described below and rounded to the 2nd decimal place, as of the Contract Valuation Date, of all Payment Amounts that have Payment Dates beyond the Contract Valuation Date, discounted using the Discount Curve as of the Contract Valuation Date.

$$\text{Contract Value} = \sum_{T=1}^N \text{Payment Amount}_T * (1 + \text{Annual Spot Rate}_{T/12})^{(-T/12)}$$

T is a range of counting numbers from 1 to N where N is the number of calendar months from the Contract Valuation Date to the last Payment Date with a Payment Amount in the Schedule of Payments.

The Annual Spot Rate for the time period T divided by 12, expressed in years, is as published in the Discount Curve. All references to such Annual Spot Rate shall be expressed as a decimal. If the Discount Curve does not publish an Annual Spot Rate for the time period T divided by 12, expressed in years, then calculate and use the Interpolated Spot Rate. Use the Annual Spot Rate as published in the Discount Curve for the time period 30 years if the time period T divided by 12, expressed in years, is greater than 30 years.

2.02 Interpolated Spot Rate

TY = time period, expressed in years, equal to T divided by 12.

T1 = time period, expressed in years, corresponding to the nearest Annual Spot Rate published in the Discount Curve with a time period less than TY.

T2 = time period, expressed in years, corresponding to the nearest Annual Spot Rate published in the Discount Curve with a time period, expressed in years, greater than TY.

R1 = Annual Spot Rate at T1.

R2 = Annual Spot Rate at T2.

R1C = continuous spot rate at T1 = $\ln(1 + R1)$, where \ln is natural logarithm.

R2C = continuous spot rate at T2 = $\ln(1 + R2)$.

PT1 = $\exp(-R1C * T1)$, where \exp is exponential.

PT2 = $\exp(-R2C * T2)$.

F = $\ln(PT1 / PT2) / (T2 - T1)$.

PT = $\exp(-R1C * T1 - F * (TY - T1))$.

STC = continuous spot rate for T = $-\ln(PT) / TY$.

Interpolated Spot Rate for TY = $\exp(STC) - 1$ and then rounded to the 8th decimal place. All references to such Interpolated Spot Rate shall be expressed as a decimal.

SECTION 3 - DEPOSITS

3.01 Deposit Amounts

Pacific Life will accept Deposit Amounts under this Contract according to the Schedule of Deposits. Such Deposit Amounts will be made only on a Transaction Date, unless agreed to otherwise by Pacific Life. Additional Deposit Amounts which are not listed on the Schedule of Deposits may be made only if agreed to in writing by Pacific Life at least [10]21 Business Days in advance of a Transaction Date. Deposits will be subject to an aggregate minimum payment of [\$5,000,000]22 and an aggregate maximum payment of [\$50,000,000]23 unless Pacific Life agrees in writing otherwise.

All cash Deposit Amounts accepted by Pacific Life under this Contract must be submitted via wire transfer and received by Pacific Life at its office in Newport Beach, California. If the Contractholder fails to remit 100% of the Deposit Amounts, whether in accordance with the preceding paragraph or as shown on the Schedule of Deposits, to Pacific Life, Pacific Life may terminate this Contract according to the termination provisions in Section 8.

Sections 3.01(A) and 3.01(B) are not applicable to Contracts with a Contract Value greater than zero as of the Contract Valuation Date immediately preceding the Transaction Date upon which the Deposit Amount is made. Section 4.01 is applicable in such circumstances.

A. Initial Deposit Amount

The Initial Deposit Amount will be equal to the Contract Value, as of the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which the Deposit Amount is made, using the Discount Curve as of the Contract Valuation Date corresponding to the calendar month that is one calendar month prior to the Transaction Date upon which the Deposit Amount is made.

B. True-Up Calculation

Once the Discount Curve, as of the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which the Initial Deposit Amount is made, is published, the Contract Value will be calculated with such Discount Curve to determine any additional Deposit Amounts that may be required.

If such Contract Value is greater than the Initial Deposit Amount, the Contractholder must make an additional Deposit Amount of this difference within [2]24 Business Days from the date of notification from Pacific Life of such difference. Pacific Life will provide such notification to the Contractholder within [1]25 Business Day(s) of the date upon which the Discount Curve is published. If the additional Deposit Amount is not made within the prescribed time frame, Pacific Life may terminate this Contract according to the termination provisions of Section 8.

If such Contract Value is less than the Initial Deposit Amount, Pacific Life must pay the difference to the Contractholder within [2]24 Business Days from the date of notification of such difference. Pacific Life will provide such notification to the Contractholder within [1]25 Business Day(s) of the date upon which the Discount Curve is published.

SECTION 4 – PAYMENTS

4.01 Mutual Modifications to Schedule of Payments

Pacific Life and the Contractholder may mutually agree in writing, at least [10]26 Business Days prior to any Transaction Date, to amend either the Payment Date or the Payment Amount set forth on the Schedule of Payments.

The Contract Value, as of the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which the amendment to the Schedule of Payments is effective, using the Discount Curve, as of the Contract Valuation Date corresponding to the calendar month that is one calendar month prior to the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which the amendment to the Schedule of Payments is effective, will be calculated using the Schedule of Payments and the amended Schedule of Payments.

Amount One is equal to the Contract Value, using the amended Schedule of Payments, less the Contract Value, using the Schedule of Payments.

If Amount One is greater than zero, the Contractholder must deposit Amount One on the Transaction Date upon which the amendment to the Schedule of Payments is effective.

If Amount One is less than zero, Pacific Life must pay the Contractholder the absolute value of Amount One in cash on the Transaction Date upon which the amendment to the Schedule of Payments is effective.

Once the Discount Curve, as of the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which the amendment to the Schedule of Payments is effective, is published, such Discount Curve will be used to calculate the Contract Value, as of the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which the amendment to the Schedule of Payments is effective, using the Schedule of Payments and the amended Schedule of Payments.

Amount Two is equal to the Contract Value, using the amended Schedule of Payments, less the Contract Value, using the Schedule of Payments.

Amount Three is equal to Amount Two less Amount One.

If Amount Three is greater than zero, the Contractholder must deposit Amount Three within [2]24 Business Days from the date of notification by Pacific Life of Amount Three being due to Pacific Life. Pacific Life will provide such notification to the Contractholder within [1]25 Business Day(s) of the date upon which the Discount Curve is published.

If Amount Three is less than zero, Pacific Life must pay the Contractholder the absolute value of Amount Three in cash within [2]24 Business Days from the date of notification by Pacific Life of Amount Three being owed to the Contractholder. Pacific Life will provide such notification to the Contractholder within [1]25 Business Day(s) of the date upon which the Discount Curve is published.

SECTION 5 – REDEMPTIONS

5.01 Cash Redemption in Excess of Payment Amount

On any Transaction Date subject to [10]21 Business Days advance written notification, the Contractholder may request to withdraw an amount in excess of the scheduled Payment Amount, if any, subject to the Annual Cash Redemption Limit, less cumulative cash redemptions, pursuant to this Section 5.01, in excess of Payment Amounts during the immediately preceding 11 Transaction Dates.

For purposes of determining the cumulative cash redemptions in excess of Payment Amounts withdrawn during the immediately preceding 11 Transaction Dates, when Amount Three is less than zero on any date during the year prior to the Transaction Date in which the Contractholder requests to withdraw an amount in excess of the scheduled Payment Amount, the absolute value of such Amount Three will be included.

The calculation for the Annual Cash Redemption Limit is the following rounded to the 2nd decimal place:

5% * (Contract Value as of the Contract Valuation Date that is 12 calendar months prior to the Contract Valuation Date that corresponds to the calendar month of the Transaction Date upon which the cash redemption in excess of Payment Amount occurs).

If no Contract Value exists 12 months prior to the Contract Valuation Date that corresponds to the calendar month of the Transaction Date upon which the cash redemption in excess of Payment Amount occurs, then use the first Contract Value that was greater than zero.

Pacific Life has full discretion to accept or deny any request for cash redemption. If Pacific Life accepts the request, the Payment Amounts as reflected in the Schedule of Payments, will be amended to reflect such cash redemption in excess of Payment Amount.

The ratio, used to calculate the revised Payment Amounts, to be applied to each remaining scheduled Payment Amount beyond the Transaction Date upon which the cash redemption in excess of Payment Amount occurs is the following:

$$(\text{Contract Value} - \text{cash redemption in excess of Payment Amount}) / \text{Contract Value}.$$

The Contract Value for purposes of this Section 5.01 is the Contract Value as of the Contract Valuation Date that corresponds to the calendar month of the Transaction Date upon which the cash redemption in excess of Payment Amount occurs.

Any changes to the Schedule of Payments will be provided to the Contractholder in an amended Schedule of Payments within [10]26 Business Days of the Contract Valuation Date that follows or is coincident with the Transaction Date upon which the cash redemption in excess of Payment Amount occurs.

5.02 Partial Redemption of Contract Value

The Contractholder may request, with at least [1 year]²⁷ written notification prior to any Transaction Date, to redeem a portion of the Contract Value, as of the Contract Valuation Date corresponding to the calendar month of the Transaction Date upon which such redemption occurs, in excess of the Annual Cash Redemption Limit. Pacific Life has sole and absolute discretion to accept or deny such request.

If Pacific Life accepts the request, the Schedule of Payments will be amended. The ratio, used to calculate the revised Payment Amounts, will be applied to each remaining scheduled Payment Amount beyond the Transaction Date upon which such redemption of Contract Value in excess of the Annual Cash Redemption Limit occurs, is the following:

$$(\text{Contract Value} - \text{redemption of Contract Value in excess of the Annual Cash Redemption Limit}) / \text{Contract Value}.$$

Any changes to the Schedule of Payments will be provided to the Contractholder in an amended Schedule of Payments within [10]²⁶ Business Days of the Contract Valuation Date that follows or is coincident with the Transaction Date upon which such redemption of Contract Value in excess of the Annual Cash Redemption Limit occurs.

SECTION 6 – ANNUITY PROVISIONS

6.01 Annuity Purchase

The Contractholder may elect to apply all or a portion of the Contract Value towards the purchase of Pacific Life annuities under this or another group annuity contract for Plan participants on the Annuitization Date at any time by giving at least [2]28 months advance written notification to Pacific Life. The effective date of such annuitization will be the Contract Valuation Date specified by the Contractholder in the written notification and must occur after the expiration of the [2]28 months notification period.

The Contract Value, for purposes of this Section 6.01, is as of the Contract Valuation Date specified by the Contractholder as the effective date of annuitization.

The Annuitization Date is the date that is [3]20 Business Days following the publication of the Discount Curve respective to the Contract Valuation Date specified by the Contractholder to be the effective date of such annuitization of the Contract.

As a result, the Payment Amounts as reflected in the Schedule of Payments will be amended to reflect this redemption.

The ratio, used to calculate the revised Payment Amounts, to be applied to each scheduled Payment Amount beyond the Annuitization Date is the following:

$$(\text{Contract Value} - \text{redemption for annuity purchase}) / \text{Contract Value}.$$

The Contractholder is obligated to provide Pacific Life with all information necessary to issue the group annuity contract and underwrite the annuity purchase.

The annuity purchase rate will be in accordance with Sections 6.02 and 6.03. The Contractholder may elect any form of fixed dollar annuity that Pacific Life is making available to its group annuity Contractholders at the time the Contractholder elects to purchase an annuity.

Any changes to the Schedule of Payments will be provided to the Contractholder in an amended Schedule of Payments within [10]21 Business Days of the Annuitization Date.

6.02 Annuity Premiums

The premium for each annuity shall not exceed the premium based on the mortality table described in Section 6.03 below, with a [5] year age setback for males and females, assuming an interest rate of 1%[29], without any loading for expense in such rates.

Pacific Life may, at any time on or after [January 1, 2013]30, upon not less than [30]31 days written notice to the Contractholder prior to the effective date of any modification, increase the premium for any annuity purchased after the effective date of such modification. However, no such modification shall increase the premium rates for annuities for which the premiums are derived from Deposit Amounts accepted by Pacific Life under this Contract prior to the effective date of such modification, nor shall any such modification affect the amount or terms of any annuity purchased prior to the effective date of such modification. Pacific Life may not increase the premium rates for annuities more often than once in any [1]32 year period. For purposes of this paragraph only, Deposit Amounts accepted by Pacific Life under this Contract shall be deemed to be withdrawn in the same order as received, that is, on a first-in first-out basis.

6.03 Description of Mortality Tables

The mortality table is based on mortality rates in accordance with the [base mortality table as prescribed under Internal Revenue Code 430(h)(3)(A)]³³ in effect as of the Annuitization Date [and generational mortality improvements using Mortality Projection Scale AA]³⁴.

6.04 Adjustment of Annuity by Pacific Life

If Pacific Life determines that the date of birth of an annuitant, contingent annuitant or beneficiary has been incorrectly stated, the annuity shall be adjusted to the amount that would have been payable on the basis of the true facts. Any adjustment shall be determined by Pacific Life and shall give effect to the amount of annuity payments and any other benefits paid prior to the date such adjustment is made. Any underpayments will be paid in a single sum, without interest, as soon as practical after such underpayments are discovered. Any overpayments will be deducted, without interest, from succeeding annuity payments until such overpayments have been recovered.

6.05 Certificates

Pacific Life shall issue to the Contractholder for delivery to each person for whom an annuity is provided pursuant to this Contract a certificate summarizing the principal provisions of such annuity. The certificate is not a contract between Pacific Life and the annuitant; it is merely a summary of the benefits payable to the annuitant under this Contract. In the event that the certificate does not accurately state the benefits to which the annuitant is entitled and the provisions applicable thereto, the provisions of this Contract shall govern such benefits.

SECTION 7 – DELAY OR DISCONTINUANCE OF PUBLICATION OF DISCOUNT CURVE

7.01 Delay in Publication of Discount Curve

If the Discount Curve for a given Contract Valuation Date is not published by the [5th]**35** Business Day of the calendar month that immediately follows the calendar month of such Contract Valuation Date, a successor curve will be chosen as mutually agreed upon following good faith negotiation between the Contractholder and Pacific Life.

If such mutual agreement is not achieved by the [15th]**36** Business Day of such calendar month, Pacific Life reserves the right to calculate the Contract Value based upon the most recently published Discount Curve and adjusting each Annual Spot Rate of such Discount Curve by the change in the [Barclays U.S. Long Government/Credit Yield to Worst]**37** from the date the Discount Curve was most recently published to the date [10]**38** Business Days prior to the date in which the Contract Value is required to be calculated under this Contract pursuant to the applicable section. If the [Barclays U.S. Long Government/Credit Yield to Worst]**37** is no longer published as of the date the Discount Curve was most recently published, Pacific Life will select a reasonable replacement for it to perform such adjustment.

7.02 Discontinuance of Discount Curve

If the Discount Curve for a given Contract Valuation Date is not published by the [15th]**36** Business Day of the calendar month that immediately follows the calendar month of such Contract Valuation Date, and a successor curve cannot be mutually agreed upon, then Section 8.02 applies.

SECTION 8 – CONTRACT DISCONTINUANCE

8.01 Discontinuance by Contractholder

The Contractholder may elect to discontinue the Contract at any time by giving at least [1]39 year advance written notification to Pacific Life. The effective date of discontinuance will be the Contract Valuation Date specified by the Contractholder in the written notification and must occur after the expiration of the [1]39 year notification period. Pacific Life will pay the Contract Value to the Contractholder on the Termination Date.

Payment of the Contract Value will end this Contract and Pacific Life will have no further obligations under this Contract.

8.02 Discontinuance of Discount Curve

If the Discount Curve for a given Contract Valuation Date is not published by the [15th]36 Business Day of the calendar month that immediately follows the calendar month of such Contract Valuation Date, and a successor curve cannot be mutually agreed upon, then either Pacific Life or the Contractholder may elect to discontinue this Contract by providing the other party with at least [2]40 months' advance written notification.

The effective date of discontinuance will be the Contract Valuation Date specified by either Pacific Life or the Contractholder in the written notification and must occur after the expiration of the [2]40 months notification period. Pacific Life will pay the Contract Value in cash to the Contractholder on the Termination Date. Payment of the Contract Value will end this Contract and Pacific Life will have no further obligations under this Contract.

For purposes of this Section 8.02, the Contract Value is as of the Contract Valuation Date specified by either Pacific Life or the Contractholder as the effective date of discontinuance and uses the most recently published Discount Curve and adjusting each Annual Spot Rate of such Discount Curve by the change in the [Barclays U.S. Long Government/Credit Yield to Worst]37 from the date the Discount Curve was most recently published to the date [10]38 Business Days prior to such Contract Valuation Date. If the [Barclays U.S. Long Government/Credit Yield to Worst]37 is no longer published as of the date the Discount Curve was most recently published, Pacific Life will select a reasonable replacement for it to perform such adjustment.

8.03 Discontinuance by Pacific Life

Pacific Life may elect to discontinue this Contract according to the following:

- A. For any reason, by giving at least [1 year]39 advance written notification to the Contractholder. The effective date of discontinuance will be the Contract Valuation Date specified by Pacific Life in the written notification and must occur after the expiration of the [1 year]39 notification period. Pacific Life will pay the Contractholder the Contract Value on the Termination Date.
- B. If the Contract Value is less than [\$500,000]41 on any Contract Valuation Date.
- C. If the Plan is discontinued or terminated, or as of the date the Plan no longer meets the requirements for qualification under Section 401(a) of the Internal Revenue Code or the requirement for deduction of the plan sponsor's contribution under

Section 404(a) of the Internal Revenue Code; or if applicable, under Section 414(d), if the Plan is a "governmental plan" as defined in that Section, or under Section 457(b) or 403(b), if the Plan is an "eligible deferred compensation plan" as defined in that Section of the Code, as those Sections may be amended from time to time.

- D. If the Plan is amended, and Pacific Life determines that such amendment materially alters the rights, duties, obligations or liabilities of Pacific Life under this Contract.
- E. If any expenses incurred under this Contract remain unpaid by the Contractholder for [45]42 days from the date of invoice pursuant to Section 9.08.
- F. If the Contractholder fails to comply with, or to perform, any material obligation (other than a payment obligation) under this Contract.
- G. If any representation made by the Contractholder under this Contract is or becomes untrue in any material respect, and remains untrue.

For Sections 8.03(B.) through (G.) above, Pacific Life will give at least [10]21 Business Days advance written notification of discontinuance to the Contractholder. The effective date of discontinuance will be the Contract Valuation Date specified in the written notification. Pacific Life will pay the Contractholder the Contract Value on the Termination Date.

Payment of the Contract Value by Pacific Life to the Contractholder will end this Contract and Pacific Life will have no further obligations under this Contract.

8.04 Effect of Notice of Discontinuance

Upon written notice of discontinuance, the Contractholder may not make any withdrawals under this Contract, beyond the Schedule of Payments, nor may Pacific Life change the Expense Charge.

SECTION 9 - GENERAL PROVISIONS

9.01 Entire Contract

The Contract, Specifications Page, Schedule of Deposits, Schedule of Payments and application constitute the entire contract. Statements made in the application shall, in the absence of fraud, be deemed representations and not warranties. No statement shall void this Contract unless it is contained in the application, signed by the Contractholder, a copy of which is attached to this Contract when issued.

9.02 Assignment

No assignment of this Contract may be made by either the Contractholder or Pacific Life.

9.03 Notice Required

Any notice, directive, certificate, Plan amendment or other writing required by the provisions of this Contract to be delivered to Pacific Life shall be delivered in writing by prepaid first class mail to its office at [P.O. Box 9000, Newport Beach, California 92658-9030]⁴³. Any notice, certificate or other writing required by the provisions of this Contract to be delivered to the Contractholder shall be delivered in writing by prepaid first class mail to the Contractholder at its principal place of business.

9.04 Authority to Bind Pacific Life

No broker, producer, agent or other third party has the authority to change this Contract or to waive any of its provisions. No change, modification, or addition to this Contract shall be valid unless evidenced by written endorsement hereon or written amendment hereto signed by the President and Secretary of Pacific Life.

9.05 Limitations on Transfers

Pacific Life shall have the right to defer making any transfer pursuant to this Contract during any period when regular banking activities have been suspended, securities exchanges are closed or there is restricted trading on any stock exchange with respect to any investments to be liquidated, or when any emergency or other circumstances beyond the control of Pacific Life interfere with the orderly disposal and liquidation of securities, including the sale or delivery thereof or receipt of payment by Pacific Life.

9.06 Amendment and Modification

This Contract may be amended or modified by written agreement between the Contractholder and Pacific Life without the consent of any other person.

9.07 Non-Waiver of Provisions

Failure by Pacific Life to enforce any provision of this Contract shall not affect Pacific Life's right thereafter to enforce such provision, nor shall such failure stop it from exercising its right to enforce any provision of this Contract.

9.08 Expense Charge

The Expense Charge as stated on the Specifications Page will be calculated on the Contract Valuation Date that falls at the end of each calendar quarter. Pacific Life will calculate the Expense Charge amount and send an invoice to the Contractholder within ~~[5]~~**44** Business Days of the end of each calendar quarter. The Contractholder must provide payment of the Expense Charge amount within ~~[45]~~**42** days of the end of each calendar quarter.

Expense Charges will be paid separately by the Contractholder and will not be deducted from the Contract Value.

For each complete or partial calendar quarter that the Contract is in force, the Expense Charge amount shall equal the following calculation rounded to the 2nd decimal place:

$$\sum_{T=1}^3 \text{Contract Value}_T * \text{monthly Expense Charge as stated on the Specifications Page}_T$$

T is a range of counting numbers from 1 to 3 where 3 represents the Contract Valuation Date that falls at the end of the given calendar quarter, 2 represents the Contract Valuation Date that falls one calendar month prior to the Contract Valuation Date corresponding to T = 3 and 1 represents the Contract Valuation Date that falls two calendar months prior to the Contract Valuation Date corresponding to T = 3.

For purposes of this Section 9.08, Contract Value will exclude Deposit Amounts and Amount One when greater than zero, and include payments, pursuant to the Schedule of Payments, Section 4.01, Section 5.01, Section 5.02 and the absolute value of Amount One when Amount One is less than zero, that occurred on the Transaction Date that coincides or immediately precedes the respective Contract Valuation Date corresponding to such Contract Value.

Any change to the Expense Charge stated on the Specifications Page may only be made after giving at least ~~[90]~~**45** days advance written notice to the Contractholder.

Any change to the Maximum Annual Expense Charge stated on the Specifications Page may only be made after giving at least ~~[1 year]~~**46** advance written notice to the Contractholder.

9.09 Statement of Financial Activities

Pacific Life shall furnish a statement to the Contractholder on a calendar monthly basis which provides the Contract Value as of the beginning and end of the statement period and a summary of all transactions that occurred within the statement period.



APPLICATION

G-[12345]

Application is hereby made to Pacific Life Insurance Company by [Trustees of ABC Company Defined Benefit Plan], whose Main Office Address is [123 Main Street, Omaha, Nebraska 44242], for Group Annuity Contract No. G-[12345], which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

This Application is executed in duplicate, one counterpart being retained by applicant and the other returned to Pacific Life Insurance Company.

It is agreed that this Application supersedes any previous application for the Contract.

[Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]

Dated this _____ day of _____ 20____,

At _____

[TRUSTEES OF ABC COMPANY DEFINED BENEFIT PLAN] _____
(Full or Corporate Name of Applicant)

By: _____
Signature and Title

SERFF Tracking Number:	PFMD-128046541	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	
Company Tracking Number:	80-1188-GA		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	Insured LDI - GA		
Project Name/Number:	Insured LDI - GA/80-1188-GA		

Supporting Document Schedules

	Item Status:	Status
		Date:

Satisfied - Item: Flesch Certification

Comments:

I have attached the Guaranty Association Notice and Consumer Information notices and Reg. 19 certification.

This filing is exempt from the Flesch Certification requirement as it does not apply to group annuity contracts as set out in AIC, Section 23-80-204(b)(3).

Attachments:

N163AR ISP.pdf

N186AR ISP.pdf

Arkansas Reg 19 Cert for Insured LDI - GA 80-1188-GA.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Application

Comments:

Application GR-8277 will be used. It was approved on December 18, 1984. It is also attached to the Contract form on the Form Schedule tab.

Attachment:

GR-8277 Application specimen completed.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachment:

Actuarial Memorandum 80-1188-GA Insured LDI.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Statement of Variability

Comments:

<i>SERFF Tracking Number:</i>	<i>PFMD-128046541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>80-1188-GA</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>Insured LDI - GA</i>		
<i>Project Name/Number:</i>	<i>Insured LDI - GA/80-1188-GA</i>		

Attachment:

Statement of Variability 80-1188-GA Insured LDI.pdf

**Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92660
Contract Owners: 1-800-800-7646 x. 3442**

**LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH
INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association

c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department

1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.



PACIFIC LIFE

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660

NOTICE

In accordance with the insurance laws of the state of Arkansas, we are required to provide you with the following insurance company, agent and state insurance department information:

INSURANCE COMPANY

Home Office

Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, CA 92660
Toll-Free Number: (between 6:00 a.m. and 5:00 p.m., Pacific Time)
Contract Owners: 1-800-800-9534

Service Center

Send Forms and Written Requests to:

Pacific Life Insurance Company
P.O. Box 84307
Lincoln, Nebraska 68501-4307

STATE INSURANCE DEPARTMENT

Arkansas Department of Insurance
1200 W. Third Street
Little Rock, Arkansas 72201-1904
Phone: (501) 371-2600
Fax: (501) 371-2618
Consumer Services: (800) 852-5494; (501) 371-2640

PACIFIC LIFE INSURANCE COMPANY
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number</u>	<u>Form Description</u>
80-1188-GA	Insured LDI – GA (Group Annuity Contract)

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



Company Officer

Nancy A. Hill
Name

Assistant Vice President Compliance
Title

2/1/12
Date

Contact Person:

Anne Sexton,
Sr. Compliance Analyst
RSD - Product Compliance
Email: anne.sexton@pacificliflife.com
(949) 219-3924



APPLICATION

G-[12345]

Application is hereby made to Pacific Life Insurance Company by [Trustees of ABC Company Defined Benefit Plan], whose Main Office Address is [123 Main Street, Omaha, Nebraska 44242], for Group Annuity Contract No. G-[12345], which is attached to this Application. The terms of the attached Contract are approved and its terms accepted.

This Application is executed in duplicate, one counterpart being retained by applicant and the other returned to Pacific Life Insurance Company.

It is agreed that this Application supersedes any previous application for the Contract.

[Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]

Dated this _____ day of _____ 20____,

At _____

[TRUSTEES OF ABC COMPANY DEFINED BENEFIT PLAN] _____
(Full or Corporate Name of Applicant)

By: _____
Signature and Title

STATEMENT OF VARIABILITY

FORM NUMBER: 80-1188-GA

FORM DESCRIPTION: Insured LDI – Group Annuity Contract

The numbers below refer to the corresponding numbers next to the bracketed item of the Form. Material between the brackets is variable to the extent stated. The actual time periods inside the brackets (when applicable) represents the standard.

1. Insert contract number.
2. Insert contractholder name.
3. Insert state of issue.
4. Insert contract execution date.
5. Insert contract effective date.
6. Insert signature of President and Secretary of Pacific Life. The signature of the current President and Secretary of Pacific Life will appear on the Face Page of all contracts. Marked as variable to accommodate changes to President and/or Secretary name/signatures.
7. Insert edition number, found on the bottom of all pages.
8. Insert Table of Contents, with page numbers for each sub-section item. This section is marked as variable to allow page numbers to vary and the Section titles will not change.
9. Insert name of Discount Curve used to determine Contract Value.
10. Insert Expense Charge annual percentage; will range from 0.00% to 3.00%.
11. Insert Expense Charge monthly percentage; will be 1/12 of annual percentage.
12. Insert Maximum Annual Expense Charge as annual percentage; will range from 0.00% to 3.00%.
13. Insert signature block for Pacific Life and Contractholder for future modifications to Schedules. The Schedules will not have signature blocks when the Application is signed; but subsequent modifications to the Schedules will be signed by representatives of Pacific Life and the Contractholder.
14. Insert deposit dates.
15. Insert deposit amounts.
16. Insert Payment Dates.
17. Insert Payment Amounts.
18. Insert publication details of Discount Curve defined in variable 9.
19. Insert Contractholder's plan name.

STATEMENT OF VARIABILITY

FORM NUMBER: 80-1188-GA

FORM DESCRIPTION: Insured LDI – Group Annuity Contract

20. Insert number of Pacific Life Business Days following the publication of the Discount Curve as specified in the definition of “Termination Date” in Section 1.21 or “Annuitization Date” as described in Section 6.01; it may range from 2 to 10 Business Days.
21. Insert number of Business Days of advance notice that is required for the action described in the sentence; it will range from 2 days to 20 days.
22. Insert minimum deposit amount; it will range from \$1,000,000 to \$25,000,000.
23. Insert maximum deposit amount; it will range from \$10,000,000 to \$250,000,000.
24. Insert number of Business Days following the date of notification within which the specified action must occur, as stated in Sections 3.01B and 4.01 of the contract. It will not be less than 1 day or more than 10 days.
25. Insert notice period Pacific Life will provide to the Contractholder of the true-up calculation in Sections 3.01.B and 4.01 of the contract; it will not be less than 1 day or greater than 4 days.
26. Insert notice period Pacific Life will provide to the Contractholder, or the notice period Pacific Life and the Contractholder will agree on, upon the occurrence of a change in the Schedule of Payments as described in Sections 4.01, 5.01, 5.02 and 6.01; it will not be less than 2 days or more than 30 days.
27. Insert advance notice required of Contractholder to notify Pacific Life of a Partial Redemption of Contract Value as described in Section 5.02; the range will be from 1 month to 18 months.
28. Insert advance notice required of Contractholder to notify Pacific Life of election to purchase annuities as described in Section 6.01; may range from 1 month to 6 months.
29. Insert the age setback and interest rate applicable to calculating the premium for any annuity purchases. Section 6.02 is marked as variable to accommodate changes to the set-back period, and interest rate assumptions.
30. Insert annual date upon which Pacific Life may increase the premium for annuity purchases.
31. Insert notice period to provide to Contractholder upon change in premium for an annuity purchase; will range from 15 days to 45 days.
32. Insert time period in which Pacific Life will not increase premium rates; the range will be 1 -3 years.
33. Insert the mortality table that will be used in calculating the premium for any annuity purchases. It is marked as variable to allow for future updates as may be deemed advisable.

STATEMENT OF VARIABILITY

FORM NUMBER: 80-1188-GA

FORM DESCRIPTION: Insured LDI – Group Annuity Contract

34. Insert Mortality Projection Scale that is appropriate for the mortality table. It is marked as variable to allow for future updates as may be deemed advisable.
35. Insert Business Day of the month, expressed as an ordinal, e.g. '3rd', '4th', etc. The range will be the 2nd through 10th Business Day.
36. Insert Business Day of the month, expressed as an ordinal, e.g. '3rd', '4th', etc. The range will be the 10th through 20th Business Day. .
37. Insert name of index that would be used in the event of the unavailability of the standard Discount Curve that is described in variable 9.
38. Insert number of Business Days that would be prior to the date that the Contract Value would be required to be calculated using the index described in variable 9. The range is 2 to 20 Business Days.
39. Insert time period of advance written notice required for either the Contractholder or Pacific Life to notify the other in the event of an election of discontinuance as described in Section 8.01 or Section 8.03(A). The range is 1 month to 36 months.
40. Insert advance notification period required of Pacific Life or the Contractholder in the event of a discontinuance as described in Section 8.02; it will range from 1 month to 6 months
41. Insert minimum Contract Value; will range from \$250,000 to \$1,000,000.
42. Insert number of days a Contractholder has to pay the Expense Charge before Pacific Life automatically terminates the contract; will range from 30 days to 180 days.
43. Insert office address of Pacific Life.
44. Insert number of days following the beginning of each calendar quarter within which Pacific Life will send the Expense Charge invoice to the Contractholder; it will range from 2 days to 10 days.
45. Insert notice period Pacific Life will provide the Contractholder in the event of a change to the Expense Charge; it will range from 30 days to 150 days.
46. Insert notice period Pacific Life will provide the Contractholder in the event of a change to the percentage expressed in variable 12; it will range from 180 days to 1 year.